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21 Attorneys for Plaintiff
22 NATIONAL INTERSTATE INSURANCE COMPANY

23 UNITED STATES DISTRICT COURT

24 EASTERN DISTRICT OF CALIFORNIA

25 SACRAMENTO DIVISION

26 NATIONAL INTERSTATE INSURANCE
27 COMPANY,

28 Plaintiff,

vs.

29 ACCEPTANCE CASUALTY INSURANCE
30 COMPANY, and DOES 1 TO 10,

31 Defendants.

32 Case No. 2:22-cv-02127-TLN-CSK

33 **FURTHER JOINT STATUS REPORT
34 CONFIRMING THE PARTIES WILL
35 ARBITRATE PRIVATELY, AND
36 REQUEST THAT THIS ACTION BE
37 STAYED AND THAT THE COURT
38 RETAIN JURISDICTION TO
39 ENFORCE ANY ARBITRATION
40 AWARD THAT MAY BE ENTERED
41 AND ORDER**

42 Complaint Filed: November 29, 2022

43 Trial Date: TBD

1 Plaintiff National Interstate Insurance Company (“NIIC”) and Defendant Acceptance
2 Casualty Insurance Company (“ACIC”), by and through their attorneys of record (together, the
3 “Parties”), provide this Further Joint Status Report concerning their ongoing negotiations.

4 The Parties now confirm to the Court that they have reached and executed an agreement to
5 resolve the present dispute by way of binding arbitration. Therefore, the Parties hereby stipulate,
6 through their attorneys, as follows:

7 1. The Parties hereby request that the Court stay this matter until December 31, 2025, or
8 to a convenient time for the Court thereafter, in favor of binding arbitration;

9 2. The Parties hereby request that the Court retain jurisdiction to enforce any arbitration
10 award that may be rendered against or in favor of either of the Parties to this agreement.

11 Dated: December 12, 2024

HINSHAW & CULBERTSON LLP

13 By: /s/ Robert G. Levy
14 ROBERT J. ROMERO
15 PETER J. FELSENFELD
16 ROBERT G. LEVY
17 Attorneys for Defendant
18 ACCEPTANCE CASUALTY INSURANCE
19 COMPANY

20 Dated: December 12, 2024

MCCORMICK, BARSTOW, SHEPPARD,
21 WAYTE & CARRUTH LLP

22 By: /s/ Nicholas H. Rasmussen
23 NICHOLAS H. RASMUSSEN
24 Attorneys for Plaintiff
25 NATIONAL INTERSTATE INSURANCE
26 COMPANY

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ORDER

The Court has considered the Parties' Further Status Report of November 27, 2024, and for
GOOD CAUSE APPEARING:

1. This matter is **STAYED** until December 31, 2025, in favor of binding arbitration between the parties;

2. The Court shall retain jurisdiction over this matter to enforce any arbitration award that may be rendered against or in favor of either of the Parties.

IT IS SO ORDERED.

Dated: December 13, 2024

Lucas

Troy L. Nunley
Chief United States District Judge